

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR WORKFORCE DEVELOPMENT SERVICES
BETWEEN THE POLITICAL SUBDIVISIONS
OF THE GREATER PENINSULA WORKFORCE INVESTMENT AREA**

THIS AGREEMENT, made this 1st day of January, 2000, by and among the **CITY OF HAMPTON**, the **CITY OF NEWPORT NEWS**, the **CITY OF POQUOSON**, the **CITY OF WILLIAMSBURG**, the **COUNTY OF GLOUCESTER**, the **COUNTY OF JAMES CITY** and the **COUNTY OF YORK**, each a political subdivision of the COMMONWEALTH OF VIRGINIA.

WITNESSETH

That pursuant to the provisions of Section 15.2-1300, Joint Exercise of Powers by Political Subdivisions, of the Code of Virginia, 1950, as amended, the aforesaid political subdivisions do hereby mutually agree to establish the Greater Peninsula Workforce Development Consortium (Consortium). The Consortium shall participate in partnership with the Greater Peninsula Workforce Investment Board (Local Board) in the planning, policy development, and oversight of programs authorized under Title I of the Workforce Investment Act of 1998 (Act), Public Law 105-220, within the political subdivisions that comprise the Greater Peninsula Local Workforce Investment Area, and any Temporary Local Workforce Investment Area.

That the purpose of this Agreement is to accomplish within said area, by joint and cooperative action, the goal of Title I of the Act, which is:

“[T]o provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation.”

NOW, THEREFORE, each participating political subdivision agrees to the following provisions:

1. This Agreement, effective the 1st day of January, 2000, shall supercede the previous Intergovernmental Cooperation Agreement for Employment and Training Services, as authorized under the Job Training Partnership Act (JTPA), entered into between the parties on the 1st day of January, 1994. The duration of this Agreement shall be indefinite. To the extent that the law requires action pursuant to this prior Intergovernmental Cooperation Agreement, such shall remain in effect for this limited purpose.

2. That the organization, composition, and nature of the Consortium, created hereby to participate in partnership with the Local Board, is authorized by the Act and shall be provided for under Section 15.2-1300 of the Code of Virginia, 1950, as amended. The Consortium shall be empowered to adopt such by-laws as it deems necessary to conduct and regulate its affairs.

3. Staff support for the Consortium, from the effective date of this Agreement through June 30, 2000, shall be provided under the existing shared staff arrangement with the Greater Peninsula Private Industry Council (GPPIC). Effective July 1, 2000, the GPPIC staff shall be transferred to, and work under, the sole direction of the Consortium unless otherwise agreed. Staff responsibilities will include the immediate close-out of JTPA program operations, and the on-going conduct of the Consortium's administrative and programmatic functions under the Act. The staff shall also be responsible for supporting all Local Board related activities under the Act.

4. The membership of the Consortium shall consist of one elected official, and an alternate who is also an elected official, from the elected legislative bodies of each of the political

subdivisions that are a party hereto. There shall be elected annually by a majority vote of the Consortium, a Chairperson and a Vice-Chairperson, each to serve concurrent terms of one year. The Vice-Chairperson shall preside at meetings in the absence of the Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the members present shall elect, by majority vote, a Temporary Chairperson.

5. The Consortium shall appoint an Executive Director who shall serve as it's chief administrative officer. The Executive Director shall be responsible for the administration, management, and staffing of all Act program operations, and for such other program activities as may be undertaken by the Consortium. The Executive Director shall serve as the Consortium's Secretary/Treasurer.

6. Meetings of the Consortium shall be held at the call of the Chairperson; provided that the Consortium shall meet not less frequently than quarterly, and that notice of the call of a meeting shall be received by the representatives of the parties hereto, not less than five days prior to the date on which the meeting is to be held. In the absence of a Consortium member, his alternate may attend any meeting and exercise all powers vested in the absent member.

7. Except as otherwise provided herein, matters brought before the Consortium shall be resolved by a simple majority of the nine total votes of the Consortium. Under the weighted voting system to be used, the nine votes shall be assigned to the representative of each political subdivision as follows:

City of Hampton	2	County of Gloucester	1
City of Newport News	2	County of James City	1
City of Poquoson	1	County of York	1
City of Williamsburg	1	Total	9

Pursuant to an affirmative vote of a majority of the Consortium on matters brought before it for review and approval, the Chairperson shall be the recognized signatory for the Consortium. In the Chairperson's absence, the Vice-Chairperson shall perform this duty, as may be necessary.

8. The Consortium shall enter into a Joint Working Agreement with the Local Board for the purpose of defining each party's role and responsibilities under the Act.

9. Pursuant to 20 U.S.C. Section 2832 (b)(2) and (c)(1)(B) of the Act, and the State regulations, the Consortium shall have responsibility for appointing members to serve on the Local Board. Recommendations for nominees who are private sector candidates who are representatives of business shall be solicited from the Peninsula Alliance for Economic Development. Recommendations for nominees who are representatives of local educational entities, labor organizations, economic development agencies (private and public), community-based organizations, one-stop partners, and others shall be nominated by those organizations specified in the Act, and in the federal and state regulations. The appointment process, terms, and certification of Local Board members shall comply with the Act, and federal and state regulations.

10. Pursuant to 29 U.S.C. Section 2832(d)(3)(B) of the Act, the Consortium, acting on behalf of the Local Governing Bodies of the political subdivisions herein, shall serve as the local grant recipient for all funds allocated to the Greater Peninsula Workforce Investment Area and for such additional funds as it may be awarded from other public or private sources. Upon the adoption of this Agreement, the City of Newport News shall be designated as the local Fiscal Agent for the receipt and disbursement of all Act and other funds awarded to the Consortium and to the Local Governing Bodies. All disbursements under the Act shall be made at the direction of the Local Board under Section 2832(d)(3)(B)(i)(III)

of the Act in accordance with all approved plans and applicable legislative and regulatory provisions. Disbursements of other funds may be made at the direction of the Consortium.

11. Effective July 1, 2000, the Consortium, with the concurrence of the GPPIC, shall assume responsibility for all property and other assets previously received by the GPPIC for the local implementation of job training and placement services. As the successor organization to the GPPIC, the Consortium shall take such actions as are needed to close out local JTPA operations and comply with U.S. Department of Labor participant and financial record retention requirements.

12. The Consortium shall obtain on an annual basis, an independent financial and compliance audit of the funds it administers. Pursuant to federal law, the Consortium, which serves as local grant recipient, shall be liable for any misuse of Act or other grant funds. Any obligation for repayment of disallowed costs shall be met first with non-federal monies reserved for said purpose. The parties to this Agreement, subject to the appropriation of their respective local governing bodies, shall contribute toward any remaining repayment obligation in the same proportion as their residents participated under the Act, or if applicable, JTPA-funded activities, during the preceding two program years.

13. Consistent with the City of Newport News' long-standing role as the fiscal agent for local, federally-funded, employment and training programs, the City shall, with members' continuing consent, provide the Consortium's staff with such other support services as are necessary to insure the good working order of the Consortium. Supportive services costs shall be reimbursed to the City of Newport News, as such funds are available for that purpose.

14. Nothing in this Agreement shall preclude the Local Board or the Consortium from applying for other public funds authorized under other federal or state legislation, or private funds

whose purpose is to support or enhance the capabilities of the Greater Peninsula Workforce Investment Service Delivery System. Such programs may be operated for the benefit of any one or more of the political subdivisions party to this Agreement.

15. The Consortium may engage in the direct delivery of workforce development services, or contract with any of its member parties, or any outside parties to provide said services, as may be consistent with the Consortium's duties and responsibilities under the Act.

16. Any party to this Agreement may withdraw from the Consortium upon providing notice in writing, at least six months prior to the end of the current program year. The effective date of any such withdrawal shall coincide with the start of the new program year. The withdrawing party shall not be refunded any of the unobligated portions of its own contributions unless such refund is approved by a majority of votes of the remaining member political subdivisions. The Consortium shall continue to function with its remaining members.

17. The Consortium may dissolve itself by a two-thirds vote of the total votes of the Consortium. In the event of a dissolution, all Act property would be disposed of in accordance with such federal and state policies as may be in effect regarding the disposal of such property.

18. This Agreement shall be executed as an original only for filing with the Administrative Entity of the Local Board. All participating political subdivisions shall receive a conformed copy.

19. The parties hereto, by signature of their respective officials, duly authorized to execute this Agreement, certify that they possess full legal authority to enter into this Agreement, endorse the objectives and accept the terms and conditions hereof, and agree to abide by all applicable federal and state laws and regulations.

ATTEST:

By: _____
Its: _____

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COUNTY OF YORK

By: _____
County Administrator

APPROVED AS TO FORM:

County Attorney